

**COUNTY OF GREENVILLE
FOOD PRODUCTS
IFB#88-05/27/16**



**Greenville
County**

**DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601
www.greenvillecounty.org
PHONE: 864-467-7200**



GREENVILLE COUNTY
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601-3660

NOTICE

Date May 13, 2016

Sealed bids for **FOOD PRODUCTS FOR THE GREENVILLE COUNTY DETENTION CENTER** subject to the conditions and all provisions set forth herein and attached, will be received at this office until **3:00 P.M., E.D.T. FRIDAY, May 27, 2016**, then publicly opened. The commodities and/or services must be furnished as described and specified to the Greenville County Detention Center. The prices on this bid will include all costs including taxes and shipping.

SHOW THIS NUMBER ON ENVELOPE

IFB No. #88-05/27/16

PROCUREMENT SERVICES DIVISION

By _____

Director

	COMMODITIES OR SERVICES		
	<p>GREENVILLE COUNTY IS REQUESTING BIDS FROM VENDORS FOR ASSORTED FOOD PRODUCTS FOR GREENVILLE COUNTY, PARTICULARLY THE GREENVILLE COUNTY DETENTION CENTER PER THE ATTACHED SPECIFICATIONS.</p> <p>VENDORS SHALL ENTER THEIR PRICES ON THE ATTACHED FOOD PRODUCT BID SHEETS. PLEASE RETURN ALL PRICE SHEETS WITH YOUR RESPONSE.</p> <p>DO NOT FORGET TO SIGN THE TOP OF PAGE 1 WHERE INDICATED ON THE FOOD PRODUCTS BID SHEETS. ALSO VENDORS MUST INITIAL ALL PAGES OF THE BID SHEETS.</p> <p>PLEASE SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES OF YOUR BID.</p> <p>VENDORS MUST PROVIDE INSURANCE LISTED IN THE SPECIFICATIONS SECTION 19.0, INSURANCE, AND TERMS AND CONDITIONS, SECTION 34, INSURANCE.</p> <p>QUESTIONS CONCERNING THIS IFB ARE TO BE SUBMITTED IN WRITING TO CHRISTIAN TUTT, CPPB, BUYER, GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, SUITE 100, 301 UNIVERSITY RIDGE, GREENVILLE, SC 29601, BY FAX (864) 467-7304 OR EMAIL ctutt@greenvillecounty.org NO LATER THAN 5:00 P.M., E.D.T. MAY 19, 2016.</p> <p>PLEASE SIGN ALL REQUIRED PAGES. FAILURE TO SIGN WILL VOID YOUR BID. PLEASE MARK YOUR ENVELOPE TO READ: IFB <u>#88-05/27/16</u>.</p> <p>NOTICE TO BIDDERS: All taxes on any item, that Greenville County may be required to pay, must be shown separately, not included in the price bid.</p>		

INSTRUCTIONS TO RESPONDENTS

IFB#88-05/27/16 FOOD PRODUCTS

1. Unless otherwise required, submit only one (1) original and three (3) copies of each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

(DATE) _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within _____ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within _____ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days _____ %.

FIRM NAME _____ ADDRESS _____

BY _____
(RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING)

PRINT NAME _____

TITLE _____

PHONE _____ FAX _____

**COUNTY OF GREENVILLE
PROCUREMENT SERVICES DIVISION
FOOD PRODUCTS
IFB#88-05/27/16**

SCHEDULE

May 19, 2016

All questions must be submitted in writing to Christian Tutt, CPPB Buyer, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email ctutt@greenvillecounty.org, by **5:00 P.M., E.D.T.**

May 27, 2016

Bids must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than **3:00 P.M. E.D.T.**

May 27- June 10, 2016

Review of Bids

June 10, 2016

Tentative Date of Award(s)

July 1, 2016

Contract to Begin



**COUNTY OF GREENVILLE
INVITATION FOR BIDS
FOOD PRODUCTS
IFB #88-05/27/16**

1.0 Introduction

Greenville County is seeking bids from vendors for assorted food products for the Greenville County Detention Center for the period of July 1, 2016 through June 30, 2017. The intent of these specifications is to establish acceptable levels of service and quality of food, and to allow the Greenville County Detention Center to provide the mandated requirements of Federal, State and local laws, as applicable, while maintaining a fair and ethical bidding procedure.

2.0 Inquiries and Addenda

All questions regarding this Invitation for Bids should be submitted in writing to Ms. Christian Tutt, CPPB, Buyer, Greenville County Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC 29601 by fax (864) 467-7449 or email ctutt@greenvillecounty.org. no later than 5:00 P.M., E.D.T. May 19, 2016.

Responses will be distributed to all vendors known to have received an Invitation for Bids and placed on the County website at www.greenvillecounty.org. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this Invitation for Bids.

This Invitation for Bids represents the most definitive statement Greenville County will make concerning information upon which Bids are to be based. Any changes to this Invitation for Bids will be in the form of a written addendum, which will be furnished to all vendors known to have received an IFB and will be placed on the County's website. No addenda will be issued later than five (5) days prior to the date of receipt of Invitation for Bids, other than notification of changing the opening date.

3.0 Special Instructions

- The Food Service Supervisor or County designee will place orders on an as-needed basis with purchase orders through the Procurement Services Division. Deliveries shall be accepted Monday through Friday, between the hours of 7:30 A.M. and 2:30 P.M. Vendors must contact the Food Service Supervisor or designated individual to establish actual delivery dates and shall deliver quantities as ordered.

- All delivery document copies shall define the actual quantities delivered, and the items that are on back order, with expected delivery date. Delivery document copies must also show extended prices of the items delivered for record keeping.
- All deliveries of bid items shall be "FOB Destination". The term FOB shall be defined as delivered and unloaded onto the loading dock of the Greenville County Detention Center. Vendors must notify Food Service Supervisor no less than 48 hours in advance if they will not be able to meet delivery schedule.
- All invoices must be delivered within 30 days of delivered goods.
- All invoices pertaining to this contract must be in the name of the awarded vendor. Invoices sent in against this contract under any name other than that of the awarded vendor will not be processed.
- Award shall be made either by line item, in part or in whole, based solely on the price and quality for each item specified on the bid sheet and whatever proves more advantageous to Greenville County. Bids subject to availability of product will not be considered. All successful vendors shall provide a local or toll-free long distance telephone number, or accept collect calls when receiving orders or inquiries into the status of orders.
- Greenville County reserves the right to take advantage of "spot buys" on contracted items when made available at a savings to the County.
- Accepted bids shall define the grade and brand of the food you are bidding. Grades are to be used on standards established by the U.S. Department of Agriculture. Bid entries that do not reflect legible grading, or abbreviations, may be subject to rejection. There shall be no substitution of commodities after issuance of a purchase order without consent of the Food Service Supervisor.
- Acceptable quantities, packaging and size are to define the requirements for the individual servings, and the anticipated usage for a given period, and are subject to change in the future. Acceptable bid entries shall be those that define the actual packaging and size of each item that is bid. Minor deviations may be acceptable, and overall quantities may be adjusted to achieve the lowest expenditure for that commodity and necessary operational requirements.
- Quantities shown herein are estimated requirements for the contract period Greenville County does not obligate itself to purchase the full quantities indicated. However, pricing must remain the same should quantities prove to be less. In the event that requirements exceed quantities indicated, contractor should fill these orders at the same price or lower, if price breaks are met.
- The proposed term for these supplies will be for the period of July 1, 2016 through June 30, 2017. County reserves the right to change this term at anytime if in the best interest of the County.

4.0 IFB Requirements

Vendors shall enter their prices on the attached food product bids sheets. Please return all price sheets with your response.

Submittals

All submittals shall be provided in the following format and should address the areas specified. Each vendor shall submit one (1) original and three (3) copies of their Bid, bound on 8-1/2"x11" paper. Bids are to be submitted by 3:00 P.M., E.D.T. May 27, 2016, and delivered to:

**Greenville County Procurement Services Division
Attn: Procurement Director
301 University Ridge, Suite 100
Greenville, SC 29601
IFB #88-05/27/16**

Invitation for Bids are to be submitted in a sealed container and the IFB number clearly written on the outside.

The vendor is responsible for the means of delivering the bid documents to the location on time. The bid must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The clock in the Procurement Services Division is the official clock for determining whether bids are submitted timely. **Late bids will not be accepted under any circumstances.**

5.0 Qualifications

All vendors submitting bids will demonstrate that the vendor is currently engaged in food distribution and sales and has been for a minimum of two (2) years. The name, address, and telephone number of three (3) customers purchasing the same supplies shall be included as part of the references required in Section 8.0.

6.0 Organization and Staffing

Vendors shall submit the name, address, and telephone number of the person(s) with the authority to answer questions or provide clarifications concerning the vendor's bid.

7.0 Experience

Provide a brief description of food service supply your company is providing. Accumulated experience will be one factor in the decision for Greenville County to purchase from a vendor.

8.0 References

Provide the names, addresses and telephone numbers of three (3) references with whom your company has a professional relationship.

9.0 Selection Process

Method of Evaluation

All responses submitted and accepted in accordance with this Invitation for Bids will be evaluated based on the following criteria. This list is in no particular order.

- Responsiveness to this Invitation for Bids
- Experience and performance including ability to perform similar services as described in this Invitation for Bids
- References
- Cost

Award shall be made to one or multiply vendors, either by line item, in part or in whole, based solely on the price and quality for item specified on the bid sheet or whatever proves most advantageous to Greenville County.

10.0 Right to Reject Any or All Offers

Vendors are cautioned that this is an Invitation for Bids, not a request for contract, and Greenville County reserves the right to reject offers for any contract when such rejection is deemed to be in the best interest of Greenville County.

11.0 General Information

Any costs incurred by vendor in preparing or submitting a response is the vendor's sole responsibility. The County will not reimburse any vendor for any costs incurred for the response.

12.0 Exceptions

Any exceptions to terms, conditions, or other requirements in any part of their Invitation for bid must be clearly pointed out in a distinct section of the response. Otherwise, the County will consider that all items offered are in strict compliance with the Invitation for Bids, and the successful vendor will be responsible for compliance.

13.0 Advertising

In submitting a response, the vendor agrees not to use the results there from as part of any news release or commercial advertising without prior written approval of Greenville County.

14.0 Rights to Submitted Materials

All responses, inquiries, or correspondence relating to or in reference to this Invitation for Bid, and all other reports and documentation submitted by the vendor will become the property of Greenville County when received.

15.0 Compliance with Laws

The vendor will conduct operations under this Invitation for Bids in compliance with all applicable laws.

16.0 Non-Discriminatory Requirements

The vendor will not discriminate against any person because of race, age, sex, creed, color, religion, physical disability, marital status, of national origin.

17.0 Licenses and Permits

The vendor will obtain all applicable licenses and promptly pay all taxes required by the State of South Carolina and Greenville County.

18.0 Indemnification

The vendor will indemnify, save harmless and exempt Greenville County, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of the contract arising out of willful or negligent act or omission of the vendor its officers, agents, and employees; provided, however, that the vendor will not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of the contract arising out of willful or negligent act or omission of the County of Greenville, its officers, agents, and employees.

19.0 Insurance

For this solicitation, Contractor must provide General Liability in the amounts listed below.

It is preferred Contractors also provide the additional insurance listed below.

Work under the associated contract shall not commence until it has obtained insurance required and County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until

all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance, except Workers' Compensation, Auto Liability, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.
- B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County at time of bid opening.
- C. All certificates of Insurance submitted shall provide on the face of the Certificate reference to County's Invitation for Bids #88-05/27/16
- D. Contractor will provide County a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this section.
- E. Contractor agrees to maintain and keep in force during the life of this agreement, with a company or companies authorized to do business in South Carolina, the following policies:

Comprehensive General Liability

\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate

To include all products and completed operations.

Automobile Liability

\$1,000,000 Per Occurrence- Combined Single Limit Coverage
shall include bodily injury and property damage and cover all vehicles
including owned, non-owned and hired.

Auto Insurance required if delivering goods.

Statutory Workers' Compensation

Coverage A State of SC Statutory

Coverage B Employee Liability \$1,000,000 Each Accident
Employee Liability \$1,000,000 Disease, Per Employee
\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 – a \$2,000,000 or \$5,000,000 limit would be acceptable.

20.0 Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-contractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files a false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined with the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-contractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act (hereinafter "The Act"), the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-contractor's failure to comply with the Act.

- 21.0 Safety, Health, and Security:** Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

COUNTY OF GREENVILLE
PROCUREMENT SERVICES DIVISION
FOOD PRODUCTS
IFB #88-05/27/16

INSTRUCTIONS/TERMS AND CONDITIONS:

1. **Bid Opening and Award:** Bids will be examined promptly after opening and each bid will be announced to all participants. However, no decision will be made until Purchasing and the user Division have had ample time to review each bid. However, award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the bid that meets the requirements and criteria set forth in the invitation for bid. No bid may be withdrawn for a period of 60 days after bid opening date. Bids, whether mailed or hand delivered, must be received and time/date stamped in the Purchasing Office by the closing time and date indicated on the bid. Bids received after the bid closing time/date will not be accepted. By submission of a bid, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.
2. **Rights Reserved by Greenville County:** Greenville County reserves the right to reject any and all bids, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in bid evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
3. **Bidders Qualification:** Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
4. **Bidders Responsibility:** Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or to any contract as a result of this bid.
5. **References:** The County requires bidders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the bidder has performed or provided similar work, service or product.

6. **Waiver:** The County reserves the right to waive any Instructions to Bidders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.
7. **Rejection:** Greenville County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like bids; or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
8. **Bid form:** Each bidder must submit a bid on the form provided. The bidder shall sign his bid correctly or the bid may be rejected. If the bid shows any commissions, alteration of form, unauthorized additions, a conditional bid or any irregularities of any kind, bid may be rejected. Bid may not be accepted on any other form than the bid form provided.
9. **Questions:** Questions shall be submitted in writing to Christian Tutt, Buyer, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 Fax #(864) 467-7304 or by E-Mail ctutt@greenvillecounty.org by 5 P.M., E.D.T. May 19, 2016.
10. **Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this bid.
11. **Number of Bid Copies:** Please submit **One (1) Original and Three (3) Copies** of bid.
12. **Bid Changes:** Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
13. **Bid Price:** The bid price presented as a result of these specifications shall be for the contract period. The bid shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.
14. **Federal, State and Local Laws:** The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

15. **Tie Bids:** In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the County.
16. **Deduction and Holdbacks:** In addition to the County's right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

1. For use of County's forces – actual cost involved.
2. For use of another contractor – the amount charged by said contractor.

The County reserves the right to holdback and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

17. **Evaluation Criteria:** All responses submitted and accepted in accordance with this IFB will be evaluated based on the following criteria. This list is in no particular order.

- Responsiveness to this Invitation for Bids
- Experience and performance including ability to perform similar services as described in this Invitation for Bids
- References
- Cost

Award shall be made to one or multiply vendors, either by line item, in part or in whole, based solely on the price and quality for item specified on the bid sheet or whatever proves most advantageous to Greenville County.

18. **Quality:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.

19. **MBE/WBE Participation – Affirmative Action:**

- A. MBE/WBE – Vendors submitting bids are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.
- B. The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

20. **Default:** In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.

21. **Termination:** This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

22. **Termination for Convenience:** Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.

23. **Non-Appropriation:** Any contract entered into by the County resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

24. **Incorporation of Bid into Contract:** The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated, in total, into the contract.

25. **S.C. Law Clause:** Upon award of contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
26. **Illegal Immigration Reform Act Compliance:** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.
27. **Assignment Clause:** Successful bidder will be required to give the County ninety (90) days notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.
28. **Indemnification:** The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its

officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.

29. **Deviations from Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
30. **Minor Deviations:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
32. **Contractor License Requirement:** The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.
33. **Conflict of Interest Statement:** The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a bid, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
34. **Insurance:**

For this solicitation, Contractor must provide General Liability in the amounts listed below.

It is preferred Contractors also provide the additional insurance listed below.

Work under the associated contract shall not commence until it has obtained insurance required and County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance, except Workers' Compensation, Automobile Liability and Professional Errors and Omissions regarding ongoing operations, products and completed operations and this shall be noted on the face of the Certificate of Insurance.
- B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County at time of bid opening.
- C. All certificates of Insurance submitted shall provide on the face of the Certificate reference to County's IFB #88-05/27/16
- D. Contractor will provide County a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this section.
- E. Contractor agrees to maintain and keep in force during the life of this agreement, with a company or companies authorized to do business in South Carolina, the following policies:

Comprehensive General Liability

\$1,000,000 per occurrence-combined single limit
\$2,000,000 general aggregate

To include products and completed operations.

Automobile Liability

\$1,000,000 per occurrence combined single limit
Coverage shall include bodily and property damage, and cover all vehicles including owned, non-owned, hired.

Auto Insurance required if delivering goods.

Statutory Workers' Compensation

Coverage A	State of SC Statutory
Coverage B	Employers Liability
	\$1,000,000 each accident
	\$1,000,000 disease, per employee
	\$1,000,000 disease policy limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 – a \$2,000,000 or \$5,000,000 limit would be acceptable.

35. **Contracts:** The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.
36. **Contractor Liability:** The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
37. **Sub-Contracting:** The contractor shall not subcontract any portion of this contract without proper written approval from the County.
38. **Non-Collusion:** The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
39. **Prohibition of Gratuities:** Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

40. **Publicity Releases:** Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
41. **Public Record:** The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Invitation for Bids are subject to requirements of the Freedom of Information Act and may be deemed public records.
42. **Precedence:** In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.
43. **Cost for Project Preparedness:** Any cost incurred by vendor in preparing or submitting a bid are the vendor's sole responsibility. The County will not reimburse any vendor for any cost incurred for the Bid.
44. **Safety, Health, and Security:** Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

I, _____ of _____ submit the following pricing.

Your Name _____ Name of Company _____

Authorized Signature _____

***Insurance must be attached ***

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Meats / Fish / Poultry				
Beef Bologna (Kosher)	30 lb			
Beef Fritters, Lightly breaded 4oz	3000 lb			
Beef Hot Dogs/Weiner	500 lb			
Beef Pattie 100% Beef (SD)	20 boxes			
Beef Patty (Kosher)	56 boxes			
Beef Patty, Lean, Frozen 75/25 4 oz	3000 lb			
Beef Stroganoff	56 cs			
Beef Weiner 10/1 lb (Kosher)	50 lb			
Chicken Breast (Kosher)	30 lb			
Chicken Patty, Breaded, Cooked Oven ready, White Meat Only	1500 lb			
Chicken Weiner 10/1 lb	1500 lb			
Chicken/Breast frozen bnls, skinless	30 lb			
Corn Dog (Beef) / Frozen	40 lb			
Corn Dog (chicken) / Frozen	3000 lb			
Corn Dog (turkey) / Frozen	3000 lb			

FOOD PRODUCTS

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Eggs, Scrambled / Frozen	360 cs			
Ground Turkey 85/15	2000 lb			
Meat Balls/ Turkey 4/1 lb	2000 lb			
Pot Roast (Kosher)	2 cs			
Roast Beef, Precooked	3000 lb			
Tuna, Packed in Water	10 boxes			
Turkey Bologna, Pre Cooked, Low Sodium	3000 lb			
Turkey Breast	3000 lb			
Turkey Breast (Kosher)	10 boxes			
Turkey Ham (Kosher)	30 lb			
Turkey Ham, frozen, cooked, low sodium	2000 boxes			
Turkey Meatballs (Kosher)	1500 lb			
Turkey Pastrami (Kosher)	2 cs			
Turkey Salami (Kosher)	40lb			

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Turkey Smoke dinner Sausage Patty, 4oz	1500 lb			
Veal Sausage (Kosher)	2 cs			
Waffles/ pre cooked/ frozen	250 cs			
Cookies / Crackers				
Graham Crackers (IW)	288cs			
Jello/ cups/ Assorted Flavor, sugar free	2 cs			
Oatmeal	20 cs			
Peanut Butter 6/5 lb	15 cs			
Saltine Crackers	20 cs			
Vanilla Wafers	200 cs			
Beverages				
Coffee Ground	5 cs			
Coffee Instant	10 cs			
Drink Powder Mix-Colorless	10 cs			
Fruit Drink (Fruit Punch)-Colorless	10 cs			
Fruit Drink (Grape)-Colorless	10 cs			
Fruit Drink (Lemon)- Colorless	10 cs			

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Milk, 8 oz pack	900 cs			
NF Buttermilk	2 cs			
Orange Drink (Coolies)	20 cs			
Orange Juice	30 cs			
Tea concentrate / sweet	9 cs			
Breads/Cereal				
Bread/ Whole wheat (Kosher)	5 trays			
Bread/Whole wheat	640 trays			
Cereal, bran flakes bulk	90 cs			
Cereal/ whole grain bulk	2 cs			
Cereal/Rice chex/Gluten free	2 cs			
Dinner Rolls	960 pack			
Hamburger Buns	960 pack			
Hot Dog Buns	700 trays			
Wraps-Gluten Free	1cs			
Condiments				
Cinnamon Powder	1 cs			
Dill Pickles (Kosher)	10 cs			

FOOD PRODUCTS

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Pickles Sliced	1cs			
Garlic, Granulated	2 cs			
Hot Dog Chili	10 cs			
Hot Sauce	1 cs			
Italian Dressing	5 cs			
Jelly, Assorted (Individual)sugar free	140 cs			
Juice, Lemon, Reconstituted	15 cs			
Ketchup (Individual)	5 cs			
Ketchup, packet/1000 pc	4 cs			
Mayonnaise (Individual) pack	60 cs			
Mayonnaise 4 / 1 gal	30 cs			
Mustard(individual)pack	90 cs			
Onions, Granulated	1 cs			
Oregano, Ground	1 cs			
Peanut Butter (Kosher)	2 cs			
Pepper, Black ground	5 cs			
Ranch Dressing	5 cs			
Relish, Sweet Pickle 4/ 1 gal	1 cs			
Salt, (Individual)	1 cs			

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Spaghetti Sauce (sd) 6/10 cans	10 cs			
Sugar (Individual)	1 cs			
Sugar Substitute (Individual)	10 bags			
Sugar, Granulated 50lb Bag	2 cs			
Sugar, Light Brown	5 bags			
Sugar, Powder	1 cs			
Syrup, Maple (Individual) sugar free	240 cs			
Thousand Island Dressing	1 cs			
Vanilla Flavoring No Alcohol	1 cs			
Fries, Crinkle ½ cut	32 cs			
Flour / Mix / Grits / Baking				
Baking Powder	50 bag			
Corn Meal, White, Self Rising	50 bag			
Flour - All Purpose	50 bag			
Formula - Biscuit Mix	75 bag			
French toast/pre cooked/ frozen	10 cs			
Grits, 5 lb bags (Kosher)	10 cs			

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Crits, 50lb bag	50 bags			
Margarine Cups	2 cs			
Muffins/ sugar free	50 bags			
Shortening, Partially hydrogenated	30 cs			
Waffles/ pre cooked/ frozen (Kosher)	1 box			
Yeast, Active, Dry 32 each	1 cs			
Fruit / Canned				
Apple Sauce Canned 6/10	56 cs			
Apple Sauce cups	20 cs			
Apple, Sliced Canned 6/10	56 cs			
Apple/ Fresh	2 cs			
Cranberry Sauce	5 cs			
Fruit - Mixed, Natural Juice No Sugar	56 cs			
Fruit cups, assorted 4 oz	4 cs			
Mandarin Orange Canned 6/10	56 cs			
Pears, Halved, Natural Juice No Sugar	56 cs			

FOOD PRODUCTS

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Pineapple, Chunks, No Sugar	56 cs			
Pineapple, Sliced, Natural Juice No Sugar	56 cs			
Raisins 24 each	1 cs			
Milk Product				
Cheese Sauce Mix	10 cs			
Cheese, American Slice Imitation Processed	72 cs			
Cheese, American Sliced Pasturized (sd)	4 cs			
Cheese, Mild Cheddar	1 cs			
Instant Milk (Kosher), Chocolate				
Instant Milk (Kosher), Plain				
Instant Milk (Kosher), Strawberry	1 cs			
Instant Milk (Kosher), Vanilla				
Milk, 1/2Pint 2%	900 cs			
Milk, Dry Mix 50 lb Bag	2 cs			
Sour Cream 4/5 lb	2 cs			

FOOD PRODUCTS

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Pasta				
Macaroni Noodles	50 cs			
Noodles, Egg	50 cs			
Spaghetti Noodles	10 cs			
Produce				
Apples, fresh	1 cs			
Bananas, Fresh	1 cs			
Cabbage, 50 lb bag	80 bag			
Carrots / fresh	4 cs			
Eggs, fresh/ 30 dz	8 box			
Eggs, hard boiled, peeled	360 pails			
Lettuce, shredded 4/5 lb	90 cs			
Lettuce, shredded, 4/5 lb (Kosher)	1 cs			
Onions, 50 lb Bag	4 bag			
Oranges, Fresh	240 cs			
Tomatoes	4 cs			
Sauces				
Spaghetti Sauce	5 cs			
Tomato Paste	1 cs			
Tomato Sauce	1 cs			

FOOD PRODUCTS

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Soup/Base				
Soup Base / Beef	5 cs			
Soup Base / Chicken	5 cs			
Vegetables / Canned/ Frozen				
Black Eyed Peas / Dried 50 lb Bag	50 bag			
Carrots / Frozen	30 cs			
Carrots, 6/10 cans	56 cs			
Chick Peas, 6/10 can	5 cs			
Collard Green, 6/10 cans	112 cs			
Collard Greens/ frozen	112 cs			
Corn / Whole Kernel / Frozen	2 cs			
Corn, Whole 6/10 cans	5 cs			
Fries, crinkle ½ cut	32 cs			
Green Beans / Frozen	50 cs			
Green Beans, 6/10 cans	56 cs			
Mixed Greens, 6/10 Can	56 cs			
Mixed Greens, Frozen	56 cs			
Mixed Greens	112 cs			
Mixed Vegetables	56 cs			

FOOD PRODUCTS

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Mixed Vegetables/Frozen	50 cs			
Navy Beans / Dried 50 lb Bag	50 bag			
Peas Sweet, 6/10 can	5 cs			
Peas sweet, Frozen	5 cs			
Pinto Beans / Dried 50 lb Bag	50 bag			
Potato Wedges/ frozen 30 lb	3000 lb			
Potatoes – Diced, Frozen	56 cs			
Potatoes – Instant 6/10 can	56 cs			
Potatoes – Tiny, Whole 6/10 cans	112 cs			
Rice, vegetarian dish	32 bags			
Rice, White, Long Grain 50 lb Bag	50 bag			
Rice, Yellow 2lb box	3 cs			
Salsa Mild, 6/10	3 cs			
Spinach, Chopped, 6/10 cans	50 cs			
Spinach, Chopped, Whole Leaf, Frozen	50 bag			
Squash, Cut 6/10 can	56 cs			
Sweet Potatoes, Cut, In Syrup 6/10 can	56 cs			
Taco Seasoning Mix	3 cs			

FOOD PRODUCTS

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Taco Shells- Yellow, 8/ 25 lb	5 cs			
Tomatoes – Stewed	5 cs			
Turnip Greens, 6/10 can	56 cs			
Turnip Greens/ frozen	56 cs			
Vegetarian Beans, 6/10 cans	112 cs			
Misc Foods/Misc Supplies				
Aluminum Foil Wrap	10 cs			
Bag, Paper 6 lb	20 cs			
Bowl, foam WHT 8 OZ	2 box			
Cumin, 5 lb	1			
Dishwasher Gloves, Yellow Flockline	2 cs			
Disposable Gloves, Lg Sanitized,	5 cs			
Disposable Hair Covering, Solid Net	5 cs			
Distilled Water	10 cs			
Elbow Length Oven Mitts	5 cs			
Forks, Plastic Med Weight	5 cs			
Grill Bricks	2 cs			

FOOD PRODUCTS

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Knives, Plastic, Med Weight	5cs			
Liquid Oven Cleaner	4 cs			
Napkins 1/8/ fold	5 cs			
Olive Oil, 1 gal	4 gal			
Pan liners/ full size	5 boxes			
Plastic Apron with Bib	2 cs			
Plastic Bags (Thank You Bags)	60 cs			
Plastic Lids - Large	1 cs			
Plastic Lids - Small	3 cs			
Potato Chips, 1oz bags	800 box			
Release Food Aerosol Spray Can	2 cs			
Sandwich bags (plastic)	20 cs			
Sanitabs	20 cs			
Scouring Pads	3 cs			
Serving trays 5 Compartment	10 cs			
Sesame Oil, 56 oz	2			
Spoons, Plastic, Med Weight	5 cs			
Sporks, Plastic Med Weight	120 cs			
Square Pot Holders	5 cs			
Stainless Steel Sponge	2 cs			

Products	Quantity/ Month	Brand/Grade	Package/ Individual Size	Bid Price
Styrofoam 3 cpt Lg Hinged Lid Containers	12 cs			
Styrofoam cups 8 oz	20 cs			